MULTIMEDIA UNIVERSITY

STUDENT ID NO

MULTIMEDIA UNIVERSITY

FINAL EXAMINATION

TRIMESTER 2, 2015 / 2016

DBL5018 – BUSINESS LAW

(For Diploma Students Only)

11 MARCH 2016
9.00 AM – 11.00 AM
(2 Hours)

INSTRUCTIONS TO STUDENT

1. This question paper consists of 3 pages with 5 questions only.
2. Attempt **FOUR (4)** out of **FIVE (5)** questions. All questions carry equal marks and the distribution of the marks for each question is given.
3. You are required to cite sections and case laws where relevant.
4. Please write all your answers in the Answer Booklet provided.

QUESTION 1

a) In Malaysia, the hire-purchase agreements are governed by Hire-Purchase Act 1967.

i. Explain the formation of the hire-purchase agreement.

(12 marks)

ii. List down any **(3) THREE** other informations in hire-purchase agreements which are not listed in Section 4C (1) of Hire-Purchase Act 1967.

(3 marks)

iii. Briefly explain implied condition and warranties in hire-purchase agreements.

(10 marks)

[Total : 25 Marks]

QUESTION 2

a) Thariq is a postgraduate student in Multimedia University. Last September, Thariq bought an Iphone 6 for the price of RM2899. Early this year, Thariq wants to buy a new Iphone 6s, so he has made an offer to sell his old Iphone 6 for the price of RM2600 to his classmate, Syafiqah. Later that day, Syafiqah has agreed to buy the Iphone 6 but she asked Thariq to reduce the price to RM2500. Thariq without saying anything sold the phone to his cousin, Haikal who bought the phone for the price of RM2600. The next day, Syafiqah who came to know about that matter became very angry and threatened Thariq to sue him since she argued that there was already a valid contract between them. As a lawyer, advise Thariq whether there was a valid contract between him and Syafiqah.

(16 marks)

b) List down all **(3) THREE** exceptions for a minor to enter into a valid contract.

(3 marks)

c) Explain the following:

i. Conditions.

(3 marks)

ii. Warranties.

(3 marks)

[Total : 25 Marks]

Continued.....

QUESTION 3

a) In Malaysia the Federal Constitution is the supreme law of the land as stated in Article 4 of the said Constitution.

Based on your understanding, discuss about the Federal Constitution.

(15 marks)

b) Explain the civil and criminal jurisdiction of the Session Court in Malaysia.

(10 marks)

[Total : 25 Marks]

QUESTION 4

a) Companies Act 1965 has been develop to act as a principal legislation governing company law in Malaysia.

Based on your understanding, briefly explain the following:

i. Private company.

(10 marks)

ii. Public company.

(6 marks)

iii. Foreign company.

(5 marks)

b) Section 4 (1) of Companies Act 1965 defined director as any person occupying the position of a director of a corporation by whatever name called and includes a person in accordance with whose direction or instructions the directors of a corporation are accustomed to act and an alternate or substitute director.

Based on the above statement, explain the following:

i. Executive director.

(2 marks)

ii. Non-executive director.

(2 marks)

[Total : 25 Marks]

Continued.....

QUESTION 5

a) A contract of sale of goods is a contract whereby the seller transfers or agrees to transfer the property in goods to the buyer for a price.

State all **(5) FIVE** classification of goods.

(5 marks)

b) Briefly explain the following:

i. Sale by mercantile agent.

(10 marks)

ii. Delivery of the goods.

(6 marks)

iii. Place of delivery.

(2 marks)

iv. Time of delivery.

(2 marks)

[Total : 25 Marks]

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